

## General Terms and Conditions for Sales, Rental, and Delivery

Version 02/24 BE

**From: The Rent Company Belgium BV, also operating under the name "Easy4u"**

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**Hereinafter: "TRC"**

### Article 1 - General

1.1 A translation of these general terms and conditions may be attached in English. This translation is provided solely for informational purposes. In case of ambiguity, incompleteness, or contradiction, the Dutch version shall prevail.

1.2 Definitions used in these terms:

- **Equipment:** Hardware sold, rented, or delivered by TRC, such as a laptop, Chromebook, or tablet.
- **Consumer:** The party using the TRC website and, optionally, placing an order through the TRC website for the purchase, delivery, or rental of a product, thereby becoming TRC's contractual party or user of the product.
- **Student:** The educational participant enrolled in an institution with which TRC has an agreement for providing learning materials and/or services.
- **Educational Institution:** The institution where the student is (or will be) enrolled, or to which a consumer is connected at the time of product purchase.
- **Agreement:** The purchase or rental of equipment, delivery of a service, or obtaining a software license.
- **Product:** A learning tool such as a computer (accessory) (equipment) or a service such as a service contract or a license for a software product.
- **TRC Website:** Includes the URLs: [rentcompany.nl](http://rentcompany.nl), [easy4u.nl](http://easy4u.nl), and [laptopcampus.nl](http://laptopcampus.nl).

### Article 2 – Applicability

2.1 These general terms and conditions apply to all agreements entered into with TRC and to the use of the TRC website. TRC explicitly excludes the applicability of other (purchase) conditions unless otherwise agreed in writing.

### Article 3 – Privacy and security

3.1 TRC places great importance on privacy. Personal data provided to TRC will be treated carefully and secured in accordance with the General Data Protection Regulation (GDPR). Details are outlined in TRC's Privacy Statement, which applies to these general terms and conditions. The most recent version can be viewed on the TRC website.

### Article 4 – The Agreement

- 4.1 The agreement with TRC is established when TRC accepts the order. This is evidenced by TRC sending an order confirmation via email to the consumer
- 4.2 In the case of electronic agreements, TRC takes appropriate technical and organizational measures to secure the electronic transmission of data.
- 4.3 TRC may inform itself - within statutory frameworks - whether the Consumer can fulfil its payment obligations as well as all those facts and factors that are of importance for responsible conclusion of the agreement (at a distance). If TRC has good grounds on the basis of this investigation not to enter into the Agreement, TRC will be entitled to refuse an order or application with reasons or to attach



special conditions to its execution.

- 4.4 TRC will include the following information with the delivery of the Product to the Consumer:
- A. the visiting address of the branch and contact details of TRC where the Consumer can address complaints;
  - B. the conditions under which and the way in which the Consumer can exercise the right of withdrawal;
  - C. the information on existing after-sales service and existing guarantees

## Article 5 - Price and delivery

- 5.1 The purchase or rental price on the TRC Website includes value added tax (VAT). The additional costs including shipping costs, administration costs and insurance taxes (if Consumer insures the Equipment at the time of purchase) are displayed on the TRC Website during the ordering process, before Consumer has to make the decision on entering into the Agreement.
- 5.2 The delivery times given by TRC are indicative only. If delivery is delayed, or if an order cannot or can only be partially fulfilled, the Consumer will be informed of this no later than two weeks after he has placed the order. The Consumer in that case has the right to dissolve the agreement without costs. In case of dissolution in accordance with this article 5.2, TRC will refund the amount paid by the Consumer as soon as possible, but at the latest within 14 days after dissolution.
- 5.3 A delivery made later than agreed does not suspend Consumer's payment obligation.
- 5.4 Payment of the price must be made no later than 10 days before the (scheduled) day of delivery.
- 5.5 Invoices will be sent to Consumer by e-mail and can be obtained via the own online environment on the TRC Website
- 5.6 In case of late payment, TRC will be entitled, in accordance with statutory provisions, to claim costs, interest and compensation after the expiry of a period of twenty (20) calendar days starting on the third working day after sending a notice of default that takes the form of a free initial payment reminder. TRC shall then be entitled, in accordance with the legal provisions, to transfer the debt collection to a debt collector, which may take a measure or act of amicable recovery. If the invoiced amount has not (yet) been paid in full by the Customer at the time the order was placed and payment also remains outstanding on the due date of the corresponding invoice:
- Shall, from the expiry of a period of twenty (20) calendar days following notice of default, be liable to pay by the Customer interest equal to the reference rate for late payment in commercial transactions provided for in the Law of August 2, 2002 on combating late payment in commercial transactions; and
  - Shall be liable to the Customer for liquidated damages twenty (20) calendar days after notice of default, in the amount of 20.00 EUR (for invoice amounts ≤ 150.00 EUR), or 30.00 EUR + 10% of the invoice amount between 150.00 EUR and 500.00 EUR (for invoice amounts > 150.00 EUR but ≤ 500.00 EUR), or 65 EUR + 5% of the invoice amount above 500.00 EUR with a maximum of 2,000.00 EUR (for invoice amounts > 500.00 EUR).

The aforementioned fees are calculated on the total price of the relevant invoice, including taxes.

## Article 6 - Duty to investigate, law and complaints

- 6.1 The Consumer is obliged to examine the delivered goods immediately at the moment the goods are made available to him. In doing so, the Consumer must examine whether the quality and/or quantity of the delivered goods is in accordance with what has been agreed and meets the requirements agreed between the parties in this respect.
- 6.2 If the complete shipment is signed for, TRC will assume that the delivery was complete, barring evidence to the contrary.
- 6.3 Any defects must be reported by the Consumer to [help@rentcompany.be](mailto:help@rentcompany.be) within 2 months after they were established (or should reasonably have been established). The report must contain as detailed a description of the defect as possible.



## Article 7 - Consumer right of withdrawal pursuant to art. VI.47 to VI.53 WER

- 7.1 When purchasing Products, the Consumer has the option of revoking the agreement without giving reasons for a period of fourteen days ('right of withdrawal'). This withdrawal period starts the day after receipt of the Product (including related information) by (on behalf of) the Consumer. The Consumer must exercise the right of withdrawal within the period stated in article 7.1 by sending TRC's customer service a clear and unambiguous e-mail to [help@rentcompany.be](mailto:help@rentcompany.be) stating 'Right of withdrawal'. The sending date of this e-mail must be within the period of 14 days after receipt of the Products. TRC will send a confirmation of receipt of this e-mail by e-mail including return or sending instructions immediately after receipt of this e-mail.
- 7.2 During the 14-day cooling-off period, Consumer shall handle the Product and its packaging with care. The Product shall only be unpacked or used to the extent necessary to assess whether Consumer wishes to keep the Product. If Consumer exercises the right of withdrawal, the Product shall be returned by Consumer to TRC with all delivered accessories, undamaged, in its original condition and properly packaged, in accordance with the instructions provided by TRC. The Consumer shall be liable for the depreciation of the Product resulting from handling the Product beyond what was necessary to establish the nature, characteristics and operation of the Product.
- 7.3 TRC further excludes the Consumer's right of revocation for computer software of which the Consumer has broken the seal or activated the license code, and for orders from the Consumer/Learner to TRC to carry out a repair (not covered by warranty). By agreeing to the terms and conditions on TRC's website, the Consumer expressly waives the right of withdrawal with respect to the license code.
- 7.4 If the Consumer exercises the right of withdrawal, the cost of return shipment shall be borne by the Consumer.
- 7.5 If the Consumer has paid an amount to TRC, TRC shall refund this amount including standard delivery costs as soon as possible but no later than fourteen days after receipt of the declaration of termination. TRC may, however, wait with repayment until it has received back the Product with all relevant accessories, or until the Consumer has demonstrated that he has returned the Product with all delivered accessories, whichever comes first.

## Article 8 - Retention of title

- 8.1 Ownership of products sold does not pass until the full purchase price is paid with any additional charges. In the case of software, ownership never passes. You then acquire a right to use the software for the duration of the license.
- 8.2 Consumer is not authorized to alienate or encumber products subject to retention of title, licensed products or leased products.
- 8.3 If any Product delivered under retention of title is seized or theft of the Product occurs, Consumer is obliged to notify TRC immediately.

## Article 9 - Rent

- 9.1 The rental of a Product is subject to the legal rules on rental. The Consumer is not allowed to make the Product available to third parties (other than the Apprentice) or to (sub)rent it.
- 9.2 The rental agreement commences at the time the Product is received by or on behalf of the Consumer and, subject to the provisions of Article 9.3, cannot be terminated prematurely. Payment of the rental takes place by means of a bank direct debit. If at any time a bank direct debit proves impossible, a second direct debit attempt will be made some time thereafter. If that direct debit also proves impossible, or if a successful direct debit is reversed by the Consumer, the Consumer is in default. In addition, an amount of €4.25 in administration costs will be due and TRC will be entitled to terminate the rental agreement and suspend all service provision and licenses. In this regard, TRC is entitled to digitally block access to the Product, so that the Product cannot be used during the period that the Consumer is in default.
- 9.3 Outside the "withdrawal" period, a rental agreement can only be terminated prematurely by the Consumer if there is an interim and unforeseen change of Educational Institution by the Pupil. Examples are a change due to relocation/emigration by choice of other school or school type



(before the final examinations) or by reinstatement. The notice period in this case is one calendar month and the notice must be accompanied by evidence that the Pupil is leaving the educational institution early. The Consumer must return the Product to TRC before the end of the notice period. TRC will charge the Consumer a fee in the amount of the deposit for lost profits. The parties agree that TRC will offset this fee against the deposit received by TRC. In the event of a change of school by passing the examination, the rental agreement cannot be terminated prematurely.

- 9.4 The Product must be returned to TRC at the end of the rental period undamaged (except for normal signs of use), complete (including cover and charger) and in good working order. TRC will charge the Consumer, in the event of damage or missing returns, the cost of repair or replacement. TRC will erase the hard drive upon return processing. By returning the rented Product, Consumer and Apprentice agree that the personal files will be erased.
- 9.5 If the rented Product is not received back by TRC no later than 30 days after the last day of the regularly agreed rental period, the Consumer shall owe the deposit amount by way of liquidated damages. In case the rental agreement is terminated prematurely as referred to in article 9.3 and the laptop has not been returned to TRC before the end of the notice period, the Consumer shall owe an amount equal to the remaining rental periods of the terminated rental agreement by way of liquidated damages. The parties agree that TRC may offset this amount against the deposit received by TRC.

#### **Article 10 - License for software; use of online software**

- 10.1 Software is subject to license agreements. The license terms are provided when the Product is started, downloaded or activated and accepted by Consumer and the Apprentice. Also by using the software, Consumer and Apprentice accept said license terms. The warranty for software is provided by the licensor of the software and therefore not by TRC. The software made available from the Educational Institution falls outside the Agreement with TRC.
- 10.2 Purchase of a Product also implies that the Consumer acquires a license for the software pre-installed on the Product. Rental of a Product implies that the Consumer and the Apprentice may use the preinstalled Software on the Product for the duration of the rental agreement of the Product.
- 10.3 If the Educational Institution has entered into a contract with a service provider (software developers such as Microsoft and Google, for example), because of this contract the Product serial number, Windows code, hardware ID number, and MAC address of the Wi-Fi card may be shared with the Educational Institution and this service provider. The Consumer and the Apprentice consent to this and accept the conditions set by the service provider and the Educational Institution for this purpose. Consumer and Apprentice accept and realize that the product -and thus the user, being the Consumer and/or the Apprentice-, are identifiable as users of that software by TRC, the Educational Institution and the service provider.

#### **Article 11 - Compliance/Warranty**

- 11.1 In accordance with the Easy4u Service Conditions sent with the order or quotation, TRC will ensure proper operation for the duration of the rental agreement if used correctly. In addition, the legal consumer purchase warranty applies for 2 years after delivery.
- 11.2 This warranty shall expire if a defect in the product has occurred as a result of, or arising from, injudicious or improper use thereof, improper storage or maintenance thereof by the Consumer, the Apprentice or by third parties. In addition, the warranty will lapse and the service agreement may be suspended if, without TRC's written consent, changes are made or attempted to be made to the Product.
- 11.3 If it is established that a warranty claim is unfounded, the costs incurred, including investigation costs on the part of TRC, will be borne in full by the Consumer.
- 11.4 Lodging a complaint never releases the Consumer from his payment obligations to TRC.
- 11.5 If it is established within the term of the rental agreement that a Product contains a defect that qualifies as a defect covered by the statutory purchase warranty had the Product been sold, TRC will replace or repair the Product free of charge (at TRC's discretion) within a reasonable period after its return receipt. If a defect arises upon purchase within the warranty period that entitles



the Consumer to statutory warranty, TRC will repair or replace the Product free of charge at the Consumer's request. TRC will replace the Product only if the defect justifies this. This is without prejudice to the fact that the applicable Easy4u Terms of Service may provide in other cases that the repair and/or replacement of the Product is not free of charge or that the Consumer is liable to pay compensation or repair costs, for example if the defect in the Product is the result of carelessness on the part of the Consumer.

## Article 12 - Easy4u Terms of Service

12.1 Any Equipment sold or rented by TRC shall be subject to the Easy4u Terms of Service for either purchase or rental, which are included with the order or quotation. A copy of these can always be downloaded from the TRC Website or requested from TRC Customer Service.

## Article 13 - Liability

13.1 For damage directly resulting from the goods or services sold and delivered by TRC, TRC shall - barring proven intent or gross culpability on the part of TRC - only be liable up to a maximum of the net invoice value of the product that has been delivered and from which the damage has arisen.

13.2 TRC shall not be liable for damage resulting from loss or damage to Consumer's computer files or data leaks at Consumer's premises. The Consumer himself is responsible for making backups of computer files and protection against viruses, malware, ransomware, etc.

13.3 TRC shall not be liable for any loss or damage suffered by any business, trade or profession carried on by Consumer or any other person who has purchased Products under these terms and conditions.

## Article 14 - Indemnification

14.1 The Consumer loses his rights in respect of TRC and is liable for all damage and indemnifies TRC against any third-party claim for damages if and to the extent that:

- A. the aforementioned damage has arisen as a result of inexpert and/or inconsistent use and/or inexpert storage (storage) of the products by the Consumer;
- B. the aforementioned damage has arisen because the Consumer, the Apprentice or a third party has carried out maintenance on the goods or attempted to do so, without TRC's prior written consent;
- C. if illegal activities are performed with the product, including (but not limited to) downloading programs without purchase by Consumer of a legally valid license.

## Article 15 - Applicable law and choice of forum

15.1 Belgian law applies to all Agreements concluded by or with TRC. The Belgian courts are competent to take cognizance of disputes concerning this Agreement.

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